

Name/Address Changes (if any):

First Name

Last Name

Address

Email address

City

State

Zip

()
Area Code Daytime Telephone Number()
Area Code Evening Telephone Number**CLAIM FORM****SUMMA ET AL. V. HOFSTRA UNIVERSITY****To participate in this Settlement, this Claim Form must be completed and postmarked no later than _____.****GENERAL INFORMATION**

You were an eligible Undergraduate and/or a Graduate Assistant at Hofstra University (“Hofstra” or “Defendant”) and opted into the above litigation (“Action”). As a result, you are a Class Member and may be eligible to receive money under the Joint Stipulation of Settlement in this Action (“Stipulation of Settlement”). In order to receive money from the settlement, you must sign this Claim Form and return it by First-Class Mail, postmarked no later than _____ to the following address:

[ADD ADDRESS]

A return envelope is provided. If you fail to submit your Claim Form by that date, your claim will be rejected and you will not receive any money in connection with the Settlement (although you will be bound by the other provisions of the Stipulation of Settlement approved by the Court). A Claim Form will be deemed submitted when sent by First-Class Mail and postmarked.

CLAIM INFORMATION

You are a Class Member and are classified by Class Counsel as having held [(a) a **Stipend position**; (b) a **Stipend and Hourly position**; or (c) an **Hourly position** – **CHOOSE ONE**].

Twenty (20) percent of the Net Settlement Amount Payments as defined in the Stipulation of Settlement at 12(c) (“NSA Payments”) will be allocated to Class Members classified as having worked primarily in a Stipend position. Ten (10) percent of the NSA Payments will be allocated to Class Members classified as having worked in a Stipend and Hourly position. Seventy (70) percent of the NSA Payments will be allocated to Class Members classified as having worked in an Hourly position.

Each Class Member classified as having worked in a Stipend Position will receive a percentage of the NSA Payments allocated. The percentage that each Class Member classified as having worked in a Stipend Position will receive is the resulting percentage from dividing their gross earnings by the aggregate amount of gross earnings of all Class Members classified as having worked in a Stipend Position.

Each Class Member classified as having worked in a Stipend and Hourly position will receive a percentage of the NSA Payments allocated. The percentage that each Class Member classified as having worked in a Stipend and Hourly Position will receive is the resulting percentage from dividing their gross earnings by the aggregate amount of gross earnings of all Class Members classified as having worked in a Stipend and Hourly Position.

Each Class Member classified as having worked in an Hourly position will receive a percentage of the NSA Payments allocated. The percentage that each Class Member classified as having worked in a Hourly Position will receive is the resulting percentage from dividing their gross earnings by the aggregate amount of gross earnings of all Class Members classified as having worked in an Hourly Position.

All Class Members’ and Defendant’s applicable payroll taxes shall be deducted from such amounts.

Your NSA Payment is _____.

If you contest the claim information above, check this box ☐, and submit this contested Claim Form to the Claims Administrator, by First-Class Mail, postmarked no later than _____. In the event you contest the claim information above, Defendant’s regularly

By completing this form and accepting benefits under the Stipulation of Settlement in this Action, you, on your behalf, and each of your current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully release and discharge Hofstra and its present and former officers, directors, members, managers, employees, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them, (“Releasees”) from any and all claims, debts, wages, overtime, commission, losses, demands, obligations, liabilities, penalties, liquidated damages, causes of action, charges, grievances, complaints or suits of any type or nature, known and/or unknown, suspected and/or unsuspected, from the beginning of time to the effective date of the settlement of the Action, for violations of any federal, state or local wage and hour law, for the failure to provide wages and/or overtime pay, liquidated damages, any other penalties, and any other claims whatsoever alleged or that could have been made based upon the facts alleged in the Complaint in the Action, including without limitation all claims for restitution (including interest) and other equitable relief, liquidated damages, compensatory damages, punitive damages, wages, overtime, penalties of any nature whatsoever, other compensation or benefits including 401K benefits or matching benefits, retirement or deferred compensation benefits claims on account of unpaid wages and/or overtime, attorneys’ fees and costs, whether known or unknown, arising from the Class Members’ employment by Defendant. In addition, you, on your behalf, and each of your current, former and future heirs, spouses, executors, administrators, agents, and attorneys forever agree not to institute or receive any other relief from any other suit or, administrative claim or other claim of any sort or nature whatsoever against Defendant, up to and including the date of preliminary approval of this Settlement, relating to the claims being settled herein. In addition, you, on your behalf, and each of your current, former and future heirs, spouses, executors, administrators, agents, and attorneys forever agree not to institute, nor accept any other relief from, any other suit, administrative claim or other claim or proceeding of any sort or nature whatsoever against Defendant, relating to the claims being released herein for any period up to and including the date of the Court’s order granting approval of this Agreement.

Please complete the Taxpayer Identification Number Certification - IRS Substitute Form W-9 below, sign the Claim Form, and mail it to the Claims Administrator at the address provided below.

(Signature)